III. C. C. No. 14 - Gas Second Revised Sheet No. 57 Cancelling First Revised Sheet No. 57

#### RATE 700. LARGE GENERAL GAS SERVICE

# Availability:

Service under this Rate is available to any customer using gas service for general purposes provided the customer's annual use exceeds 2,000,000 therms.

### Charges:

The monthly charges for each customer shall be the sum of A, B, C, D, E and F.

A. Customer Charge

\$5,250.00 per month

B. Recording Device Charge

\$72.00 per recording device per month.

- C. Demand Charge
  - 24.18¢ per therm of Maximum Daily Contract Quantity (MDCQ)
- D. Distribution Charge
  - 1.00¢ per therm for all therms supplied to the customer in the month
- E. Gas Supply Charge

The Gas Supply Charge shall be the sum of: (1) the Demand Gas Charge (DGC) as determined in the "Adjustment for Cost of Purchased Gas" multiplied by the customer's Maximum Daily Quantity (MDQ) in the billing month, and (2) all components, except the non-commodity gas components of the "Adjustment for Cost of Purchased Gas" multiplied by the customer's usage in the billing month.

F. The above rate is subject to "Rider TAR Recovery of Coal Tar Costs."

# Terms and Conditions:

Service is governed by the Company's General Terms and Conditions and the following special conditions:

<sup>\*</sup>Asterisk Indicates change.

III. C. C. No. 14 - Gas Second Revised Sheet No. 58 Cancelling First Revised Sheet No. 58

#### RATE 700. LARGE GENERAL GAS SERVICE

All customers taking service under this Rate shall be required to have installed by the Company a recording device for each metering set for the recording of the customer's daily gas usage. In addition, the customer will make available at no cost to the Company, a suitable telephone and electrical service interconnection within 25 feet of the recording device(s).

The Company reserves the right to terminate service under this Rate to any customer whose gas use volumes during any three consecutive twelve-month ended periods ending in the most recent fourteen billing months do not exceed 2,000,000 therms.

Minimum Monthly Charge: The minimum monthly bill shall be the sum of the Customer Charge, the Recording Device Charge, and the Demand Charge.

Contractual Obligations: The initial term of contract hereunder shall be one year, or three years if additional facilities or improvements of existing facilities are required to provide service under this rate.

The initial term shall commence when the Company begins to supply gas hereunder and, after the expiration of such initial term, the Standard Application Contract form Rate 700 shall be automatically renewed each year for a period of one year. Either party shall have the right to terminate service under the contract at the end of any month on thirty (30) days' notice to the other; provided, however, that in the event of termination, all amounts due the Company shall forthwith be paid, including the Minimum Monthly Charges for the full initial term of contract in the event termination by the customer occurs prior to the end of such term.

Delayed Payment Charge: Unless otherwise provided in Section 280.90 of Title 83 of the Illinois Administrative Code, bills will be considered past due if not paid by the due date which will not be less than fourteen (14) days after the postmark date of the bill. An amount equal to 1.5% per month will be applied to any unpaid balance existing at the immediate subsequent regular billing date.

Maximum Daily Contract Quantity (MDCQ): The contract between the Company and the customer shall specify a Maximum Daily Contract Quantity which shall be the maximum number of therms of gas the Company shall be obligated to deliver to the customer on any day. The initial MDCQ in the customer's contract shall be the customer's highest daily therm usage during the most recent twelve-month period. For the purpose of determining the highest daily usage, the maximum consumption during any 24-hour period beginning at 8:00 a.m., local time, and ending at 8:00 a.m., local time on the following day, shall be determined by demand measurement equipment. If actual information is not available from demand measurement equipment, the customer's

<sup>\*</sup>Asterisk indicates change.

III. C. C. No. 14 - Gas Second Revised Sheet No. 59 Cancelling First Revised Sheet No. 59

#### RATE 700. LARGE GENERAL GAS SERVICE

Maximum Daily Contract Quantity shall be the highest of the most recent twelve-month history of computed demands. The computed demands will be determined as follows:

(Billing Period Therms x 30)/(Billing Period Days x 21)

If a customer's daily usage exceeds the customer's existing MDCQ, the customer may request that such daily usage become the MDCQ, beginning with the current month. The Company shall grant the customer's request provided sufficient supplies of gas are available.

Usage on any day in excess of the Maximum Daily Contract Quantity shall be subject to Unauthorized Use Charges, except that, supply conditions permitting in the sole judgment of the Company, the customer may elect to establish a new Maximum Daily Contract Quantity effective with the billing period in which such use occurs, in lieu of payment of unauthorized use of gas charges.

On the anniversary of each customer's initial date of service, the Company shall determine the Maximum Daily Contract Quantity from the most recent twelve-month billing history. This determination shall exclude usage for which an unauthorized use charge was paid. Customers shall be informed of the applicable Maximum Daily Contract Quantity. The Maximum Daily Contract Quantity so determined shall be effective for the twelve billing months commencing with the customer's first bill after such determination.

For customers not having twelve months of usage history, a Maximum Daily Contract Quantity shall be determined at the sole discretion of the Company.

Unauthorized Use: Unauthorized use of gas shall mean the taking of gas by the customer, on any day, in excess of the customer's Maximum Daily Contract Quantity. Where the customer's gas use is not measured by the Company on a daily basis, the customer's Maximum Daily Contract Quantity shall be multiplied by the number of days in the billing period to determine the maximum quantity allowed as authorized gas during such period. For such customers, unauthorized use of gas shall mean the taking of gas in any billing period in excess of the monthly quantity so determined.

If unauthorized use of gas occurs, the Company shall charge the customer 7.00¢ per therm plus the greater of \$1.00 per therm or a pro rata share of any pipeline penalty, plus the regular charges of the rate for all unauthorized use.

Compliance: Payment of the additional charge for unauthorized use of gas shall not, under any circumstances, give the customer the right to use gas in excess of the

<sup>\*</sup>Asterisk indicates change.

III. C. C. No. 14 - Gas Second Revised Sheet No. 60 Cancelling First Revised Sheet No. 60

### RATE 700. LARGE GENERAL GAS SERVICE

Maximum Daily Contract Quantity, nor shall such payment exclude or limit the Company's right to discontinue service to the customer for failure to stay within the authorized Maximum Daily Contract Quantity.

<sup>\*</sup>Asterisk indicates change.

III. C. C. No. 14 - Gas Second Revised Sheet No. 61 Cancelling First Revised Sheet No. 61

#### RATE 900. YARD LIGHTING GAS SERVICE

#### Availability:

Service under this rate is available to any customer using a gas lighting fixture or fixtures attached to Company's distribution system without means of measuring consumption. Service under this Rate will not be available to any customer who has not executed a contract for such service prior to October 31, 1988.

#### Rate:

\$16.37 per month

The above rate is subject to "Rider TAR Recovery of Coal Tar Costs."

#### **Terms and Conditions:**

Service is governed by the Company's General Terms and Conditions and the following special conditions:

No other gas burning devices shall be attached to the service connection for lighting fixtures served under this rate.

### **Delayed Payment Charge:**

Unless otherwise provided in Section 280.90 of Title 83 of the Illinois Administrative Code, bills will be considered past due if not paid by the due date. The due date will not be less than twenty-one (21) days for residential customers and fourteen (14) days for non-residential customers after the postmark date of the bill. An amount equal to 1.5% per month will be applied to any unpaid balance existing at the immediate subsequent regular billing date. The Company will waive the assessment of a late payment charge for residential customers one time in a twelve-month period.

### Contractual Obligations:

The primary or extended term of any contract provided for herein shall be automatically extended from year to year unless either of the parties hereto shall give thirty (30) days' prior notice of its intention to the other party to terminate the contract upon its expiration or upon the expiration of the renewal thereof.

<sup>\*</sup>Asterisk indicates change.

III. C. C. No. 14 - Gas Second Revised Sheet No. 62 Cancelling First Revised Sheet No. 62

#### RATE 950, STANDBY AND RESERVE GAS SERVICE

## Availability:

Service under this rate is available to any non-residential customer requiring gas on a firm basis as a standby or reserve fuel for use in the event of disruption of some other source of fuel or energy supply, provided sufficient main capacity exists.

#### Rate:

The charge per customer per month shall be the sum of the charges listed in A, B and C:

A. Customer Charge - \$32.00 per month

B. Monthly Demand Charge - 64.00¢ per therm of daily demand

C. Distribution Charge - 13.00¢ per therm for all therms supplied in the month

The Distribution Charge in (C) is subject to "Adjustment for Cost of Purchased Gas" as shown in the General Terms and Conditions and "Rider TAR Recovery of Coal Tar Costs."

### Terms and Conditions:

Service is governed by the Company's General Terms and Conditions and the following special conditions:

This gas service shall be available during periods when the main source of energy is disrupted. The use of gas under this rate shall be promptly discontinued upon restoration of the disrupted source of energy supply.

Customer will be permitted to operate equipment for short periodic test intervals.

Minimum Monthly Charge: The minimum monthly bill shall be the sum of the Customer Charge and the Demand Charge.

Delayed Payment Charge: Unless otherwise provided in Section 280.90 of Title 83 of the Illinois Administrative Code, bills will be considered past due if not paid by the due date, which will not be less than fourteen (14) days after the postmark date of the bill. An amount equal to 1.5% per month will be applied to any unpaid balance existing at the immediate subsequent regular billing date.

<sup>\*</sup>Asterisk indicates change.

III. C. C. No. 14 - Gas Second Revised Sheet No. 63 Cancelling First Revised Sheet No. 63

### RATE 950. STANDBY AND RESERVE GAS SERVICE

Definition of Daily Demand: The daily demand shall be the aggregate nameplate hourly input capacity of the customer's gas-fired equipment times twenty-four (24). The Company reserves the right to inspect the customer's facilities to determine such input capacity.

Contractual Obligation: The initial term of the contract hereunder shall be for at least three years on the Company's Standard Contract form and thereafter the contract shall continue from year to year unless cancelled by either party by providing at least thirty (30) days' advance notice prior to the expiration of the initial term or any yearly period, in which event the contract shall be terminated at the expiration of that period.

<sup>\*</sup>Asterisk indicates change.

III. C. C. No. 14 - Gas Second Revised Sheet No. 64 Cancelling First Revised Sheet No. 64

#### RATE 800. CONTRACT SERVICE

### Availability:

This service is available to any customer located within such distance of an interstate natural gas pipeline providing gas transportation service that bypass of the Company's gas distribution system is, in the judgment of the Company, economically feasible and practical.

The customer shall enter into a contract with the Company specifying the nature of the service to be supplied, the price to be paid, and such other terms and conditions as are mutually agreeable, provided, however, as a condition of service, the customer will provide to the Company affidavits stating the customer's intent to bypass the Company's facilities absent service hereunder, and such other evidence required by the Company to verify the investment required on the part of the customer in order to take gas service directly from an interstate pipeline company.

#### Contracts:

Contracts entered into hereunder shall be submitted to the Illinois Commerce Commission for informational purposes. Such contracts shall be treated on a proprietary basis.

The maximum term of contract under this rate shall be five (5) years.

### Charges:

The charges hereunder shall be the charges contained in the contract between the customer and the Company.

<sup>\*</sup>Asterisk indicates change.

III. C. C. No. 14 - Gas First Revised Sheet No. 64.1 Cancelling Original Sheet No. 64.1

### **RATE 500 - PILOT RESIDENTIAL GAS TRANSPORTATION SERVICE**

### Availability:

Service under this rate is available until August 31, 2001, to all persons who (i) are eligible for service under Rate 510 - Residential Gas Service, (ii) are located within specified geographic areas designated by the Company and known as "gas open access sites," and (iii) enter into a contract for service in the form specified in this rate.

### Nature of Service:

Customers eligible for this rate may elect to purchase their requirements for natural gas from suppliers other than the Company. During the time this rate is available, the Company will transport such off-system gas purchases, reduced by the unaccounted-for- gas factor, on a firm basis, from a Receipt Point to the customer's premises. The Company shall have no responsibility for off-system purchases until such time as they have been accepted into the Company's gas distribution system.

# **Customer Charges and Obligations:**

### **Monthly Charges:**

\$9.85	for each customer account receiving service under this rate
16.41¢	per therm for the first 90 therms
10.94¢	per therm for all over 90 therms

The above charges are subject to "Factor TOP" as shown in the General Terms and Conditions and to "Rider TAR - Recovery of Coal Tar Costs."

# **Contractual Obligations:**

Customers shall be required to enter into and abide by the terms of a Residential Gas Transportation Contract ("Contract") with the Company. The Contract shall include, at a minimum, the following provisions:

- 1. A customer may begin and terminate service under this rate only as of the beginning of a billing cycle applicable to the customer.
- The customer shall utilize the services of an aggregator to receive the off-system purchases. The aggregator may be a supplier, marketer, broker, producer, or other entity. The customer may change aggregators only at the beginning of a billing cycle.

<sup>\*</sup>Asterisk indicates change.

#### RATE 500 - PILOT RESIDENTIAL GAS TRANSPORTATION SERVICE

- 3. If requested by the Company, the customer shall provide evidence that the customer has entered into a contract with an aggregator, in which the aggregator has agreed to enter into a contract with the Company (the "Aggregator Contract") to pay the charges billed to the aggregator pursuant to this rate, and perform the obligations of an aggregator as set forth in this rate.
- 4. The Contract shall state the customer's name, service address, and billing address, and the aggregator's name, mailing address, and telephone number.

### Aggregator Charges and Obligations:

### Monthly Charges:

\$30.00 per Customer Group

20¢ for each meter within the Customer Group

### Activation Charge:

Each aggregator shall pay a one-time Activation Charge of \$10 for each New Customer. The Activation Charge shall be payable at the time the aggregator begins providing service for the customer.

# **Contract Modification Charge:**

For each customer, other than a New Customer, that elects a new aggregator at the beginning of any billing month, the new aggregator shall pay a one-time Contract Modification Charge of \$5, payable at the time service by the new aggregator commences.

# **Monthly Cashout Charges:**

For each Customer Group served by an aggregator, the aggregator will be billed for Under-deliveries and paid for Over-deliveries at the end of each billing cycle. The purchase price for Over-deliveries and the price charged for Under-deliveries will be based on the level of imbalance. The methods for calculating the prices, imbalance percentage, and level of imbalance are shown hereafter. The supply available for customer use is the quantity of gas delivered by the aggregator and received by CILCO reduced by the unaccounted-for-gas percentage factor. The Purchase Price Index is the simple average of available prices for the billing period. Such prices shall be the Chicago Citygate Price taken from <a href="NGI's Daily Gas Price Index">NGI's Daily Gas Price Index</a>. The Company shall select a new index should this index cease to be available. The Company shall also select a new index if in the Company's sole judgment such index ceases to reflect the Company's gas purchase costs.

# RATE 500 - PILOT RESIDENTIAL GAS TRANSPORTATION SERVICE

#### Over-deliveries:

The Over-delivery quantity shall be equal to supply available for customer use during the applicable billing period less total Customer Group usage for the same billing period. The amount paid to the aggregator shall be the entire Over-delivery quantity multiplied by the applicable purchase price corresponding to the imbalance percentage. The imbalance percentage shall be equal to the Over-delivery quantity divided by the total Customer Group usage for the billing period multiplied by the ratio of non-critical billing period days to total billing period days.

Imbalance Percentage	Company Purchase Price
0% - 2%	100% of Purchase Price Index
>2% - 5%	90% of Purchase Price Index
>5% - 10%	80% of Purchase Price Index
>10% - 20%	70% of Purchase Price Index
>20%	60% of Purchase Price Index

### Under-deliveries:

The Under-delivery quantity shall be equal to total Customer Group usage during the applicable billing period less supply available for customer use for the same billing period. The amount paid by the aggregator shall be the entire Under-delivery quantity multiplied by the applicable purchase price corresponding to the imbalance percentage. The imbalance percentage shall be equal to the Under-delivery quantity divided by the total Customer Group usage for the billing period multiplied by the ratio of non-critical billing period days to total billing period days.

Imbalance Percentage	Aggregator Purchase Price
0% - 2%	100% of Purchase Price Index
>2% - 5%	110% of Purchase Price Index
>5% - 10%	120% of Purchase Price Index
>10% - 20%	130% of Purchase Price Index
>20%	140% of Purchase Price Index

### **RATE 500 - PILOT RESIDENTIAL GAS TRANSPORTATION SERVICE**

### **Critical Period Charges:**

During each day of a critical period, each aggregator shall deliver gas to the Company at the designated Receipt Point(s) equal to the quantities as shown in the Aggregator Obligation Schedule. The Company shall provide each aggregator with an updated Aggregator Obligation Schedule prior to the billing period to which the schedule applies. Failure of the aggregator to deliver quantities as shown in the Aggregator Obligation Schedule on any day of a critical period shall result in a charge to the aggregator of \$6 per therm for each therm less than the total quantities required to be delivered on such day or \$0.06 per therm for each therm greater than the total quantities required to be delivered on such day. For purposes of calculating the critical period charges, each day of a critical period shall be considered separately.

### Aggregator Obligations:

- 1. The aggregator shall enter into a contract with the Company in a form satisfactory to the Company.
- 2. Not later than ten working days prior to initiating service to any customer, the aggregator shall give written notice to the Company of each such customer, specifying the customer's name and service address. Service will be deemed to be initiated for any customer who was not served by the aggregator during the billing cycle immediately preceding the billing cycle in which service is to be rendered.
- 3. Each aggregator shall provide nominations to the Company as specified in this rate.
- 4. Each aggregator shall acquire and cause to be delivered to Receipt Points adequate supplies of gas to meet the total requirements of each Customer Group served by the aggregator during each billing cycle, and to meet the total contract quantities of each Customer Group on each day of each critical period.
- Each aggregator shall pay all aggregator charges as specified in this rate, and shall hold the Company harmless from any liability for taxes on amounts billed by the aggregator.
- 6. Each aggregator shall provide a performance bond or irrevocable letter of credit in favor of the Company in the amount of \$300 for each meter served by the aggregator. The performance bond or letter of credit shall be applicable by the Company to any monetary obligation of the aggregator to the Company under this rate.

#### RATE 500 - PILOT RESIDENTIAL GAS TRANSPORTATION SERVICE

### **Dates of Payments:**

Unless otherwise provided in Section 280.90 of Title 83 of the Illinois Administrative Code, all bills rendered by the Company pursuant to this rate, whether to a customer or to an aggregator, will be considered past due if not paid by the due date. The due date will not be less than twenty-one (21) days after the postmark date of the bill. An amount equal to 1.5% per month will be applied to any unpaid balance existing at the immediate subsequent regular billing date.

### **Critical Period Notification:**

Notice of critical periods shall be given, at the Company's option, by telephone or facsimile to aggregators providing aggregation service to customers. The notice shall specify the duration and forecast temperature for each day of the critical period. Each aggregator serving customers shall provide a telephone number to receive notice on a 24-hour basis. The aggregator shall be deemed to have received notice if the telephone is not answered when called by the Company, the aggregator's facsimile machine is unable to receive a document when called by the Company, or in the event of a mechanical breakdown or interruption of telephone service which prevents the call from being received.

#### Terms and Conditions:

Service is governed by the Company's General Terms and Conditions and the following special conditions:

### Nominations:

Not later than ten days before the commencement of each Customer Group's billing cycle, the aggregator serving the Customer Group shall furnish to the Company the daily nominations for the gas to be delivered to the Company for the account of the Customer Group during such billing cycle. The nominations shall specify the point(s) of delivery and shall be updated as necessary, or as requested by the Company, to reflect the daily requirements of the Customer Group. All nominations shall be subject to approval by the Company.

#### Storage:

The Company will not provide storage of Aggregator-supplied Gas.

#### **RATE 500 - PILOT RESIDENTIAL GAS TRANSPORTATION SERVICE**

### Transportation Limitations:

The Company reserves the right to deny service under this rate or interrupt receipt of deliveries from aggregators under this rate if any of the following conditions occurs:

- A. The Company determines, in its sole judgment, that the interconnection between a pipeline and the Company's facilities is not capable of receiving gas scheduled to be received from an aggregator, without impairing receipt of Company-owned gas supplies.
- B. The pipeline scheduled to deliver Aggregator-supplied Gas to a Receipt Point will not agree to provide daily delivery data to the Company for such gas.
- C. The aggregator fails to furnish and update nominations as required by this rate.
- D. The aggregator fails to furnish a performance bond or irrevocable letter of credit as required under this rate.

In the event of termination of service under this rate solely because of a failure or default on the part of an aggregator, all customers affected by such termination shall be entitled to receive gas service from the Company.

# Other Conditions:

Receipt of Company-owned gas shall take precedence over acceptance and receipt of Aggregator-supplied Gas. Delivery of Aggregator-supplied Gas shall be firm only after acceptance of such gas and receipt into the Company's gas distribution system.

### Definitions:

As used in this rate, the following terms shall have the meanings specified:

"Aggregator Obligation Schedule" means information transmitted to the aggregator by the Company. Such transmittal shall occur 5 to 10 business days prior to the billing period to which the schedule applies. The schedule shall reflect average daily temperature ranges and associated quantities of supplies to be delivered by the aggregator during Critical Periods. The schedule may reflect other information as deemed necessary by the Company.

"Aggregator-supplied Gas" means gas purchased for a Customer Group from a supplier other than the Company.

"Customer" means any person that is eligible for and elects to receive service under this rate.

#### **RATE 500 - PILOT RESIDENTIAL GAS TRANSPORTATION SERVICE**

- "Customer Group" means customers that are served by a single aggregator within a single billing cycle. Customers in a single Customer Group must be located in regions which allow their meters to be read on the same day.
- "Critical Period" means a period when the Company has determined, in its sole judgment, that there is a reasonable potential that increased gas costs will be incurred by the Company and paid by system sales customers if Company-owned gas is used by customers that have elected service under this rate, or Aggregator-supplied Gas delivered to the Company exceeds estimated demand for customers taking service under this rate, or that there may be constraints on the Company's ability to secure gas from pipelines or storage fields serving the Company. The Company shall provide notice to aggregators of a critical period by 11:00 a.m. local time of the day immediately preceding the day the critical period begins. Critical periods under this rate need not coincide with capacity peak periods under any other rate.
- "New Customer" means a customer that was not receiving service under this rate during the billing month immediately preceding the billing month in which an aggregator commences or resumes furnishing aggregation service to the customer.
- "Over-delivery" means the total amount of Aggregator-supplied Gas, reduced by the unaccounted-for-gas percentage, received into the Company's system during a billing cycle for a Customer Group, less the actual total of gas used by all customers in that Customer Group during that billing cycle. If this calculation is less than zero, then the Over-delivery quantity shall be equal to zero.
- "Person" shall have the meaning specified in the Company's General Terms and Conditions.
- "Receipt Point" means a point of interconnection between the Company's gas distribution system and an interstate pipeline where Aggregator-supplied Gas may be received into the Company's gas system.
- "Unaccounted-for-gas Percentage" shall be equal to the unaccounted-for-gas factor calculated pursuant to the Company's General Terms and Conditions.
- "Under-delivery" means the total gas used by a Customer Group during a billing cycle, less the total amount of Aggregator-supplied Gas, reduced by the unaccounted-for-gas percentage, received into the Company's system from an aggregator during that billing cycle for that Customer Group. If this calculation is less than zero, then the Under-delivery quantity shall be equal to zero

III. C. C. No. 14 - Gas Second Revised Sheet No. 65 Cancelling First Revised Sheet No. 65

#### RIDER T1. SMALL GENERAL GAS TRANSPORTATION SERVICE

### Availability:

\* Rider T1 is available to any customer who is eligible for service under Rate 550 and who enters into a Rider T1 Gas Transportation Contract (Contract) with the Company hereunder, to transport customer-owned gas from a point of interconnection between a pipeline supplier and the Company to the customer's premises.

### Charges:

The monthly charges for each customer shall be the sum of A, B, C, D, and E.

A. Administrative Charges

\$13.00 per month for each customer account receiving service, plus \$30.00 per month for each transportation contract

B. Recording Device Charges

\$37.00 per month for each customer account receiving service

- C. System Charge
- The monthly customer charge set forth in Rate 550 plus the following:

Customer-Owned Gas Distribution Charges:

19.99¢ per therm for the first

150 therms

11.03¢ per therm for all over

150 therms

Company-Supplied Gas Distribution Charges:

All therms within the Daily Limited Firm Backup election shall be subject to the Customer-Owned Gas Distribution Charges.

All therms outside the Daily Limited Firm Backup election shall be subject to the Customer-Owned Gas Distribution Charges plus 1.5¢ per therm.

Daily Limited Firm Backup Demand Charge:

14.00¢ per therm of Daily Limited Firm Backup election

<sup>\*</sup>Asterisks indicate change.

III. C. C. No. 14 - Gas
Fourth Revised Sheet No. 66
Cancelling Third Revised Sheet No. 66

#### RIDER T1. SMALL GENERAL GAS TRANSPORTATION SERVICE

### D. Gas Supply Charges

Except for those periods for which a discounted NCGC has been filed, Gas Supply Charges applicable to usage of Company-supplied gas in excess of the customer's Daily Limited Firm Backup election shall be calculated and applied based on the higher of the Purchased Price Index (PPI) or the Adjustment for Cost of Purchased Gas. When a discounted NCGC is in effect, the Gas Supply Charges applicable to usage in excess of the customer's Daily Limited Firm Backup election shall be the Adjustment for Cost of Purchased Gas.

The PPI is the simple average of available prices for the billing period and will be based on Chicago Citygate Prices (expressed in cents per therm) taken from NGI's Daily Gas Price Index.

The Adjustment for Cost of Purchased Gas will apply to elected levels of Daily Limited Firm Backup. The total monthly gas supply charge shall be the sum of the following calculations.

- 1. The Demand Gas Charge (Factor DGC) multiplied by the Daily Limited Firm Backup (DLFB) election.
- 2. (a) The Commodity Gas Charge (Factor CGC) multiplied by the therms of Company-supplied gas used by the customer during the billing month up to but not in excess of the product of the DLFB election times the number of days (excluding capacity peak days) in the billing month.
  - (b) The higher of i) Factor CGC plus NCGC or ii) the PPI, multiplied by the therms of Company-supplied gas used by the customer during the billing month in excess of the product of the customer's DLFB election times the number of days (excluding capacity peak days) in the billing month, except that when a discounted NCGC is in effect pursuant to the next paragraph, the charge shall be the CGC multiplied by the therms of Company-supplied gas used by the customer during the billing month in excess of the product of the customer's DLFB election times the number of days (excluding capacity peak days) in the billing month, plus the discounted NCGC charges applicable under the next paragraph.

<sup>\*</sup>Asterisk indicates change.

III. C. C. No. 14 - Gas
Third Revised Sheet No. 67
Cancelling Second Revised Sheet No. 67

### RIDER T1. SMALL GENERAL GAS TRANSPORTATION SERVICE

- 3. The discounted Non-Commodity Gas Charge (Factor NCGC-T1) multiplied by the therms of Company-supplied gas used by the customer during the billing month in excess of the product of the customer's Daily Limited Firm Backup (DLFB) election times the number of days (excluding capacity peak days) in the billing month.
- Factor NCGC-T1 is defined as follows:
- \* NCGC-T1 = (1 Rider T1 NCGC Percentage Discount) x NCGC
- \* An information sheet specifying the Rider T1 NCGC Percentage Discount shall be filed with the Commission on or before the 4th business day prior to the effective month. The non-commodity gas charge ultimately applied to such system sales use will be the average of the daily NCGC-T1 factors in effect for the billing month period.
- 4. On each capacity peak day, the Non-Commodity Gas Charge (Factor NCGC) multiplied by the therms of Company-supplied gas used by the customer on that day in excess of the customer's Daily Limited Firm Backup (DLFB) election.
- All deliveries of customer-owned gas to the customer will be subject to a charge, Factor TOP, as determined in accordance with the "Adjustment for Cost of Purchased Gas."

## E. Recovery of Coal Tar Costs

All deliveries of gas to the customer will be subject to a charge as determined in accordance with "Rider TAR Recovery of Coal Tar Costs."

# Nature of Service:

Service under this Rider consists of transportation service which provides for firm delivery of customer-owned gas to facilities designated in the Contract. Provisions within this Rider allow for the election of limited firm backup.

Transportation by the Company of customer-owned gas is considered firm by the Company only after acceptance of such gas into the Company's gas distribution system.

Receipt of Company-owned gas by the Company shall take precedence over acceptance and receipt of customer-owned gas supplies.

<sup>\*</sup>Asterisks indicate change.

III. C. C. No. 14 - Gas
Fourth Revised Sheet No. 68
Cancelling Third Revised Sheet No. 68

### RIDER T1. SMALL GENERAL GAS TRANSPORTATION SERVICE

Pursuant to operating procedures as established and changed from time to time by the Company, the Company will endeavor to balance the customer's daily use of gas with the available quantities of customer-owned gas. Balancing will not be provided on capacity peak days.

The Company will not provide storage of customer-owned gas in the Company's facilities.

#### Terms and Conditions:

Service is governed by the Company's General Terms and Conditions and the following special conditions.

 Minimum Monthly Charge: The minimum monthly charge shall be the sum of the Administrative Charges plus the Recording Device Charges plus the monthly customer charge in Rate 550 plus the System and Gas Supply Charges for Daily Limited Firm Backup.

Delayed Payment Charge: Unless otherwise provided in Section 280.90 of Title 83 of the Illinois Administrative Code, bills will be considered past due if not paid by the due date. The due date will not be less than fourteen (14) days after the postmark date of the bill. An amount equal to 1.5% per month will be applied to any unpaid balance existing at the immediate subsequent regular billing date.

- \* Contractual Obligations: All customers receiving service under this Rider shall be required to enter into and abide by the terms of a specific contractual agreement (Rider T1 Gas Transportation Contract) with the Company. Such Contract may provide for transportation service for multiple facilities, if the facilities are owned by a single legal entity.
- \* The initial term of the Rider T1 transportation contract shall be one year, and the contract shall continue thereafter unless terminated by either party upon not less than thirty days' advance written notice.

Unaccounted-for-Gas Adjustment: The Company will reduce all customer-owned gas delivered to the Company by the unaccounted-for-gas percentage as determined in Section 5.140 of the Company's General Terms and Conditions.

Transportation Limitations: The customer shall be responsible for acquiring private supplies of gas and for delivery of those supplies to the Company's system. Delivery of the customer's gas to the Company shall be at the customer's expense. The Company reserves the right to deny service under this Rider if the following conditions are not met.

<sup>\*</sup>Asterisks indicate change.

III. C. C. No. 14 - Gas Third Revised Sheet No. 69 Cancelling Second Revised Sheet No. 69

### RIDER T1. SMALL GENERAL GAS TRANSPORTATION SERVICE

- A. In the sole judgment of the Company, the interconnection between the pipeline and the Company's facilities shall be capable of receiving the customer's gas without impairment to anticipated purchases or deliveries of any gas supplies by the Company.
- B. The final pipeline transporter of such customer-owned gas agrees to provide daily delivery data for such gas to the Company.
- C. Satisfactory evidence of customer's contracts with seller(s) and intrastate and interstate transporters shall be provided to the Company.
- D. The customer shall provide to the Company each month's Nomination by no later than the 21st of the immediately preceding calendar month. The customer will promptly notify the Company of any subsequent change in the Nomination. Such change in Nomination shall be subject to approval by Company.

Provision of Daily Limited Firm Backup: Customers taking service under this Rider may contract for Daily Limited Firm Backup. Customers electing Daily Limited Firm Backup will be provided with Company-owned gas subject to the following conditions.

\* The customer shall annually designate the level of Daily Limited Firm Backup, which shall be the same on each day of the year. Any increase in the annual designation of Daily Limited Firm Backup shall be subject to the Company's ability to obtain additional supplies of gas. The monthly charge for such service shall be the sum of the "Demand Gas Charge" plus the "Daily Limited Firm Backup Demand Charge of the System Charges," multiplied by the customer's Daily Limited Firm Backup (DLFB) amounts for the billing month. Backup service provided to the customer under the Daily Limited Firm Backup provision of this Rider shall have the same service rights as the Company's "Rate 550 Small General Gas Service."

On capacity peak days, the customer shall be entitled to use Company-supplied gas on a firm basis up to the designated quantity of Daily Limited Firm Backup. Use on capacity peak days of Company-supplied gas in excess of the applicable limits of Daily Limited Firm Backup shall be subject to the charge for unauthorized use hereinafter described, plus all other charges applicable to use of Company-supplied gas. Customers taking service under this Rider may use Company-supplied gas, in excess of Daily Limited Firm Backup supplies, on an interruptible basis during non-capacity peak periods.

Provision of Balancing Service: Balancing guidelines, and any subsequent changes to such guidelines, will be provided to the customer in writing prior to the date such guidelines or changes become effective. The customer shall be responsible for any charges incurred by the Company as a direct result of the customer's failure to utilize all customer-owned gas delivered to the Company for transportation to the customer.

<sup>\*</sup>Asterisks indicate change.

III. C. C. No. 14 - Gas Third Revised Sheet No. 70 Cancelling Second Revised Sheet No. 70

#### RIDER T1. SMALL GENERAL GAS TRANSPORTATION SERVICE

 Multiple locations owned by a single legal entity served under Rider T1 will be balanced together as one entity.

A positive balance is created when the customer's gas delivered to the Company as adjusted by the unaccounted-for-gas factor exceeds the quantities of gas used by the customer for the billing month. At no time shall the customer's positive balance on CILCO's system exceed ten times the customer's average daily use during the customer's peak calendar month. The Company may restrict the creation and use of positive balances if the Company determines in its judgment that they will interfere with the service or increase the cost of gas to the Company's sales customers.

A negative balance is created when the customer's gas delivered to the Company as adjusted by the unaccounted-for-gas factor is less than the quantities of gas used by the customer for the billing month. Negative balances created on non-peak days of any billing month shall be netted against positive balances created on non-peak days and the net negative balance as of the end of such billing month shall be billed in accordance with the Gas Supply Charges and System Charges for Company-supplied gas under this Rider. Negative balances during capacity peaks shall be calculated on a daily basis.

Company-Supplied Gas: Company-supplied gas is the quantity of gas used by the customer that exceeds the available customer-owned quantities. Available customer-owned quantities of gas shall consist of pipeline deliveries which have been reduced by the unaccounted-for-gas percentage factor.

Use of Company-supplied gas outside of the Daily Limited Firm Backup election is subject to curtailment or interruption. The Company shall determine the necessity for interruption and will give customers advance notice whenever a curtailment or interruption is required. The customer shall interrupt use of Company-supplied gas, other than Daily Limited Firm Backup, at the time and to the extent requested by the Company. If the customer fails to interrupt usage of gas after receiving notice to interrupt, all Company-supplied volumes other than Daily Limited Firm Backup volumes used after notice of interruption shall be treated as unauthorized use and billed in accordance with the charges for unauthorized use, plus all other charges applicable to such use under this Rider. If a customer persists in use of Company-supplied gas, other than Daily Limited Firm Backup, in violation of a notice to interrupt, the Company may physically interrupt the customer's gas service.

\* Capacity Peak Notification: The Company shall give notice by telephone to all holders of Rider T1 transportation contracts of all capacity peak periods. The notice shall specify the duration of the peak period. Each holder of a Contract shall provide a telephone number to receive notice on a 24-hour basis. The customer shall be deemed to have received notice if the telephone is not answered when called by the Company, or in the event of a mechanical breakdown or interruption of telephone service which prevents the call from being received.

<sup>\*</sup>Asterisks indicate change.

III. C. C. No. 14 - Gas Fifth Revised Sheet No. 71 Cancelling Fourth Revised Sheet No. 71

#### RIDER T1. SMALL GENERAL GAS TRANSPORTATION SERVICE

A capacity peak may occur when there is a reasonable potential that the Company will need the maximum pipeline capacity available to the Company, without additional capacity charges or pipeline penalties, in order to deliver gas for firm sales customers.

The Company must provide notice of capacity peak periods by noon of the day the capacity peak begins.

Unauthorized Use: Unauthorized use shall mean the use of Company-supplied gas on a capacity peak day in excess of the sum of the Contract's Daily Limited Firm Backup election. If the customer's gas usage is not measured by the Company on a daily basis, the customer's daily usage shall be determined by prorating the total usage during the billing period over the number of days in the metering period.

\* If unauthorized use of gas occurs, the Company shall charge the customer, and the customer shall pay for all unauthorized use the greater of \$6.00 per therm or a prorated portion of any pipeline penalty, plus the regular charges of the Rider.

Penalty Charges from Interstate Pipelines: If, on any day other than a capacity peak day, the customer's usage of Company-supplied gas exceeds the total of i) the customer's authorized and accepted nomination for that day plus ii) the customer's Daily Limited Firm Backup election, and such excess usage contributes to cause penalty charges from an interstate pipeline on that day, the Company may charge the customer a pro rata portion of the penalty charges. To calculate the customer's pro rata portion of any penalty charges, the Company shall first prorate such penalty charges between system sales customers and gas transportation customers as two groups. The amount of the penalty charges allocated to the gas transportation customers as a group shall then be allocated to individual transportation customers. For purposes of this provision, the daily usage of a customer without a daily recording device will be computed by dividing the customer's total usage for the billing period by the number of days in the billing period. The customer may be allocated that proportion of the transportation group's penalty charges equal to the amount the customer's excess usage contributed to the creation of such charges as a percentage of the contribution of all transportation customers to the creation of such charges. The penalty charges allocated to the customer under this provision shall be billed to the customer in the billing period following the period the charges were incurred, and shall be in addition to all other applicable charges.

Other: All customers taking service under this Rider that have a recording device installed must make available, at no cost to the Company, a suitable telephone and electrical interconnection within 25 feet of the recording device.

Customers that do not have but wish to have installed a recording device, may request to have one installed at the customer's expense. The charge will be paid in one lump sum covering the costs of the equipment plus installation.

\*Asterisk indicates change.

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III. C. C. No. 14 - Gas Second Revised Sheet No. 72 Cancelling First Revised Sheet No. 72

#### RIDER T3. GENERAL GAS TRANSPORTATION SERVICE

### Availability:

Rider T3 is available to any customer who is eligible for service under Rate 600 and who
enters into a Rider T3 Gas Transportation Contract (Contract) with the Company
hereunder, to transport customer-owned gas from a point of interconnection between a
pipeline supplier and the Company to the customer's premises.

### Charges:

The monthly charges for each customer shall be the sum of A, B, C, D, and E.

A. Administrative Charges

\$13.00 per month for each customer account receiving service, plus \$30.00 per month for each transportation contract

B. Recording Device Charges

\$37.00 per month for each customer account receiving service

- C. System Charge
- The monthly customer charge set forth in Rate 600 plus the following:

**Customer-Owned Gas Distribution Charges:** 

17.14¢ per therm for the first
11.17¢ per therm for the next
5.90¢ per therm for all over
20,000 therms

### Company-Supplied Gas Distribution Charges:

All therms within the Daily Limited Firm Backup election shall be subject to the Customer-Owned Gas Distribution Charges.

All therms outside the Daily Limited Firm Backup election shall be subject to the Customer-Owned Gas Distribution Charges plus 1.5¢ per therm.

Daily Limited Firm Backup Demand Charge:

14.00¢ per therm of Daily Limited Firm Backup election

<sup>\*</sup>Asterisks indicate change.

III. C. C. No. 14 - Gas
Fourth Revised Sheet No. 73
Cancelling Third Revised Sheet No. 73

#### RIDER T3. GENERAL GAS TRANSPORTATION SERVICE

### D. Gas Supply Charges

Except for those periods for which a discounted NCGC has been filed, Gas Supply Charges applicable to usage of Company-supplied gas in excess of the customer's Daily Limited Firm Backup election shall be calculated and applied based on the higher of the Purchased Price Index (PPI) or the Adjustment for Cost of Purchased Gas. When a discounted NCGC is in effect, the Gas Supply Charges applicable to usage in excess of the customer's Daily Limited Firm Backup election shall be the Adjustment for Cost of Purchased Gas.

The PPI is the simple average of available prices for the billing period and will be based on Chicago Citygate Prices (expressed in cents per therm) taken from NGI's Daily Gas Price Index.

The Adjustment for Cost of Purchased Gas will apply to elected levels of Daily Limited Firm Backup. The total monthly gas supply charge shall be the sum of the following calculations.

- 1. The Demand Gas Charge (Factor DGC) multiplied by the Daily Limited Firm Backup (DLFB) election.
- 2. (a) The Commodity Gas Charge (Factor CGC) multiplied by the therms of Company-supplied gas used by the customer during the billing month up to but not in excess of the product of the DLFB election times the number of days (excluding capacity peak days) in the billing month.
  - (b) The higher of i) Factor CGC plus NCGC or ii) the PPI, multiplied by the therms of Company-supplied gas used by the customer during the billing month in excess of the product of the customer's DLFB election times the number of days (excluding capacity peak days) in the billing month, except that when a discounted NCGC is in effect pursuant to the next paragraph, the charge shall be the CGC multiplied by the therms of Company-supplied gas used by the customer during the billing month in excess of the product of the customer's DLFB election times the number of days (excluding capacity peak days) in the billing month, plus the discounted NCGC charges applicable under the next paragraph.

<sup>\*</sup>Asterisk indicates change.

III. C. C. No. 14 - Gas
Third Revised Sheet No. 74
Cancelling Second Revised Sheet No. 74

### RIDER T3. GENERAL GAS TRANSPORTATION SERVICE

- \* 3. The discounted Non-Commodity Gas Charge (Factor NCGC-T3) multiplied by the therms of Company-supplied gas used by the customer during the billing month in excess of the product of the customer's Daily Limited Firm Backup (DLFB) election times the number of days (excluding capacity peak days) in the billing month.
- \* Factor NCGC-T3 is defined as follows:
  - NCGC-T3 = (1 Rider T3 NCGC Percentage Discount) x NCGC
- \* An information sheet specifying the Rider T3 NCGC Percentage Discount shall be filed with the Commission on or before the 4th business day prior to the effective month. The non-commodity gas charge ultimately applied to such system sales use will be the average of the daily NCGC-T3 factors in effect for the billing month period.
  - 4. On each capacity peak day, the Non-Commodity Gas Charge (Factor NCGC) multiplied by the therms of Company-supplied gas used by the customer on that day in excess of the customer's Daily Limited Firm Backup (DLFB) election.
  - 5. All deliveries of customer-owned gas to the customer will be subject to a charge, Factor TOP, as determined in accordance with the "Adjustment for Cost of Purchased Gas."

# E. Recovery of Coal Tar Costs

All deliveries of gas to the customer will be subject to a charge as determined in accordance with "Rider TAR Recovery of Coal Tar Costs."

### Nature of Service:

Service under this Rider consists of transportation service which provides for firm delivery of customer-owned gas to facilities designated in the Contract. Provisions within this Rider allow for the election of limited firm backup.

Transportation by the Company of customer-owned gas is considered firm by the Company only after acceptance of such gas into the Company's gas distribution system.

Receipt of Company-owned gas by the Company shall take precedence over acceptance and receipt of customer-owned gas supplies.

<sup>\*</sup>Asterisks indicate change.

Ill. C. C. No. 14 - Gas Fourth Revised Sheet No. 75 Cancelling Third Revised Sheet No. 75

# RIDER T3. GENERAL GAS TRANSPORTATION SERVICE

Pursuant to operating procedures as established and changed from time to time by the Company, the Company will endeavor to balance the customer's daily use of gas with the available quantities of customer-owned gas. Balancing will not be provided on capacity peak days.

The Company will not provide storage of customer-owned gas in the Company's facilities.

#### Terms and Conditions:

Service is governed by the Company's General Terms and Conditions and the following special conditions.

 Minimum Monthly Charge: The minimum monthly charge shall be the sum of the Administrative Charges plus the Recording Device Charges plus the monthly customer charge in Rate 600 plus the System and Gas Supply Charges for Daily Limited Firm Backup.

Delayed Payment Charge: Unless otherwise provided in Section 280.90 of Title 83 of the Illinois Administrative Code, bills will be considered past due if not paid by the due date. The due date will not be less than fourteen (14) days after the postmark date of the bill. An amount equal to 1.5% per month will be applied to any unpaid balance existing at the immediate subsequent regular billing date.

- Contractual Obligations: All customers receiving service under this Rider shall be
  required to enter into and abide by the terms of a specific contractual agreement (Rider
  T3 Gas Transportation Contract) with the Company. Such Contract may provide for
  transportation service for multiple facilities, if the facilities are owned by a single legal
  entity.
- \* The initial term of the Rider T3 transportation contract shall be one year, and the contract shall continue thereafter unless terminated by either party upon not less than thirty days' advance written notice.

Unaccounted-for-Gas Adjustment: The Company will reduce all customer-owned gas delivered to the Company by the unaccounted-for-gas percentage as determined in Section 5.140 of the Company's General Terms and Conditions.

Transportation Limitations: The customer shall be responsible for acquiring private supplies of gas and for delivery of those supplies to the Company's system. Delivery of the customer's gas to the Company shall be at the customer's expense. The Company reserves the right to deny service under this Rider if the following conditions are not met.

<sup>\*</sup>Asterisks indicate change.

III. C. C. No. 14 - Gas
Third Revised Sheet No. 76
Cancelling Second Revised Sheet No. 76

#### RIDER T3. GENERAL GAS TRANSPORTATION SERVICE

- A. In the sole judgment of the Company, the interconnection between the pipeline and the Company's facilities shall be capable of receiving the customer's gas without impairment to anticipated purchases or deliveries of any gas supplies by the Company.
- B. The final pipeline transporter of such customer-owned gas agrees to provide daily delivery data for such gas to the Company.
- C. Satisfactory evidence of customer's contracts with seller(s) and intrastate and interstate transporters shall be provided to the Company.
- D. The customer shall provide to the Company each month's Nomination by no later than the 21st of the immediately preceding calendar month. The customer will promptly notify the Company of any subsequent change in the Nomination. Such change in Nomination shall be subject to approval by Company.

Provision of Daily Limited Firm Backup: Customers taking service under this Rider may contract for Daily Limited Firm Backup. Customers electing Daily Limited Firm Backup will be provided with Company-owned gas subject to the following conditions.

\* The customer shall annually designate the level of Daily Limited Firm Backup, which shall be the same on each day of the year. Any increase in the annual designation of Daily Limited Firm Backup shall be subject to the Company's ability to obtain additional supplies of gas. The monthly charge for such service shall be the sum of the "Demand Gas Charge" plus the "Daily Limited Firm Backup Demand Charge of the System Charges," multiplied by the customer's Daily Limited Firm Backup (DLFB) amounts for the billing month. Backup service provided to the customer under the Daily Limited Firm Backup provision of this Rider shall have the same service rights as the Company's "Rate 600 General Gas Service."

On capacity peak days, the customer shall be entitled to use Company-supplied gas on a firm basis up to the designated quantity of Daily Limited Firm Backup. Use on capacity peak days of Company-supplied gas in excess of the applicable limits of Daily Limited Firm Backup shall be subject to the charge for unauthorized use hereinafter described, plus all other charges applicable to use of Company-supplied gas. Customers taking service under this Rider may use Company-supplied gas, in excess of Daily Limited Firm Backup supplies, on an interruptible basis during non-capacity peak periods.

Provision of Balancing Service: Balancing guidelines, and any subsequent changes to such guidelines, will be provided to the customer in writing prior to the date such guidelines or changes become effective. The customer shall be responsible for any charges incurred by the Company as a direct result of the customer's failure to utilize all customer-owned gas delivered to the Company for transportation to the customer.

<sup>\*</sup>Asterisks indicate change.

III. C. C. No. 14 - Gas
Third Revised Sheet No. 77
Cancelling Second Revised Sheet No. 77

#### RIDER T3. GENERAL GAS TRANSPORTATION SERVICE

 Multiple locations owned by a single legal entity served under Rider T3 will be balanced together as one entity.

A positive balance is created when the customer's gas delivered to the Company as adjusted by the unaccounted-for-gas factor exceeds the quantities of gas used by the customer for the billing month. At no time shall the customer's positive balance on CILCO's system exceed ten times the customer's average daily use during the customer's peak calendar month. The Company may restrict the creation and use of positive balances if the Company determines in its judgment that they will interfere with the service or increase the cost of gas to the Company's sales customers.

A negative balance is created when the customer's gas delivered to the Company as adjusted by the unaccounted-for-gas factor is less than the quantities of gas used by the customer for the billing month. Negative balances created on non-peak days of any billing month shall be netted against positive balances created on non-peak days and the net negative balance as of the end of such billing month shall be billed in accordance with the Gas Supply Charges and System Charges for Company-supplied gas under this Rider. Negative balances during capacity peaks shall be calculated on a daily basis.

Company-Supplied Gas: Company-supplied gas is the quantity of gas used by the customer that exceeds the available customer-owned quantities. Available customer-owned quantities of gas shall consist of pipeline deliveries which have been reduced by the unaccounted-for-gas percentage factor.

Use of Company-supplied gas outside of the Daily Limited Firm Backup election is subject to curtailment or interruption. The Company shall determine the necessity for interruption and will give customers advance notice whenever a curtailment or interruption is required. The customer shall interrupt use of Company-supplied gas, other than Daily Limited Firm Backup, at the time and to the extent requested by the Company. If the customer fails to interrupt usage of gas after receiving notice to interrupt, all Company-supplied volumes other than Daily Limited Firm Backup volumes used after notice of interruption shall be treated as unauthorized use and billed in accordance with the charges for unauthorized use, plus all other charges applicable to such use under this Rider. If a customer persists in use of Company-supplied gas, other than Daily Limited Firm Backup, in violation of a notice to interrupt, the Company may physically interrupt the customer's gas service.

\* Capacity Peak Notification: The Company shall give notice by telephone to all holders of Rider T3 transportation contracts of all capacity peak periods. The notice shall specify the duration of the peak period. Each holder of a Contract shall provide a telephone number to receive notice on a 24-hour basis. The customer shall be deemed to have received notice if the telephone is not answered when called by the Company, or in the event of a mechanical breakdown or interruption of telephone service which prevents the call from being received.

<sup>\*</sup>Asterisks indicate change.

III. C. C. No. 14 - Gas Fifth Revised Sheet No. 78 Cancelling Fourth Revised Sheet No. 78

# RIDER T3. GENERAL GAS TRANSPORTATION SERVICE

A capacity peak may occur when there is a reasonable potential that the Company will need the maximum pipeline capacity available to the Company, without additional capacity charges or pipeline penalties, in order to deliver gas for firm sales customers.

The Company must provide notice of capacity peak periods by noon of the day the capacity peak begins.

**Unauthorized Use:** Unauthorized use shall mean the use of Company-supplied gas on a capacity peak day in excess of the sum of the Contract's Daily Limited Firm Backup election. If the customer's gas usage is not measured by the Company on a daily basis, the customer's daily usage shall be determined by prorating the total usage during the billing period over the number of days in the metering period.

\* If unauthorized use of gas occurs, the Company shall charge the customer, and the customer shall pay for all unauthorized use the greater of \$6.00 per therm or a prorated portion of any pipeline penalty, plus the regular charges of the Rider.

Penalty Charges from Interstate Pipelines: If, on any day other than a capacity peak day, the customer's usage of Company-supplied gas exceeds the total of i) the customer's authorized and accepted nomination for that day plus ii) the customer's Daily Limited Firm Backup election, and such excess usage contributes to cause penalty charges from an interstate pipeline on that day, the Company may charge the customer a pro rata portion of the penalty charges. To calculate the customer's pro rata portion of any penalty charges, the Company shall first prorate such penalty charges between system sales customers and gas transportation customers as two groups. The amount of the penalty charges allocated to the gas transportation customers as a group shall then be allocated to individual transportation customers. For purposes of this provision, the daily usage of a customer without a daily recording device will be computed by dividing the customer's total usage for the billing period by the number of days in the billing period. The customer may be allocated that proportion of the transportation group's penalty charges equal to the amount the customer's excess usage contributed to the creation of such charges as a percentage of the contribution of all transportation customers to the creation of such charges. The penalty charges allocated to the customer under this provision shall be billed to the customer in the billing period following the period the charges were incurred, and shall be in addition to all other applicable charges.

Other: All customers taking service under this Rider that have a recording device installed must make available, at no cost to the Company, a suitable telephone and electrical interconnection within 25 feet of the recording device.

Customers that do not have but wish to have installed a recording device, may request to have one installed at the customer's expense. The charge will be paid in one lump sum covering the costs of the equipment plus installation.

\*Asterisk indicates change.

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III. C. C. No. 14 - Gas Second Revised Sheet No. 79 Cancelling First Revised Sheet No. 79

#### RIDER T5. INTERMEDIATE GENERAL GAS TRANSPORTATION SERVICE

# Availability:

Rider T5 is available to any customer who is eligible for service under Rate 650 and who
enters into a Rider T5 Gas Transportation Contract (Contract) with the Company
hereunder, to transport customer-owned gas from a point of interconnection between a
pipeline supplier and the Company to the customer's premises.

### Charges:

The monthly charges for each customer shall be the sum of A, B, C, D, and E.

- A. Administrative Charges
  - \$13.00 per month for each customer account receiving service, plus \$30.00 per month for each transportation contract
- B. Recording Device Charges
  - \$72.00 per recording device per month
- C. System Charge
- The monthly customer charge set forth in Rate 650 plus the following:
  - Customer-Owned Gas Distribution Charge:
    - 1.00¢ per therm for all therms of customer-owned gas

### Demand Charge:

45.44¢ per therm of Maximum Daily Contract Quantity (MDCQ)

Company-Supplied Gas Distribution Charges:

- 1.00¢ per therm for all therms of Company-supplied gas not exceeding the contracted Daily Limited Firm Backup
- 1.80¢ per therm for all therms of Company-supplied gas in excess of the contracted Daily Limited Firm Backup

<sup>\*</sup>Asterisks indicate change.

III. C. C. No. 14 - Gas
Fourth Revised Sheet No. 80
Cancelling Third Revised Sheet No. 80

# RIDER T5. INTERMEDIATE GENERAL GAS TRANSPORTATION SERVICE

Daily Limited Firm Backup Demand Charge:

14.00¢ per therm of Daily Limited Firm Backup election

### D. Gas Supply Charges

Except for those periods for which a discounted NCGC has been filed, Gas Supply Charges applicable to usage of Company-supplied gas in excess of the customer's Daily Limited Firm Backup election shall be calculated and applied based on the higher of the Purchased Price Index (PPI) or the Adjustment for Cost of Purchased Gas. When a discounted NCGC is in effect, the Gas Supply Charges applicable to usage in excess of the customer's Daily Limited Firm Backup election shall be the Adjustment for Cost of Purchased Gas.

The PPI is the simple average of available prices for the billing period and will be based on Chicago Citygate Prices (expressed in cents per therm) taken from NGI's Daily Gas Price Index.

The Adjustment for Cost of Purchased Gas will apply to elected levels of Daily Limited Firm Backup. The total monthly gas supply charge shall be the sum of the following calculations.

- The Demand Gas Charge (Factor DGC) multiplied by the Daily Limited Firm Backup (DLFB) election.
- 2. (a) The Commodity Gas Charge (Factor CGC) multiplied by the therms of Company-supplied gas used by the customer during the billing month up to but not in excess of the product of the DLFB election times the number of days (excluding capacity peak days) in the billing month.
  - (b) The higher of i) Factor CGC plus NCGC or ii) the PPI, multiplied by the therms of Company-supplied gas used by the customer during the billing month in excess of the product of the customer's DLFB election times the number of days (excluding capacity peak days) in the billing month, except that when a discounted NCGC is in effect pursuant to the next paragraph, the charge shall be the CGC multiplied by the therms of Company-supplied gas used by the customer during the billing month in excess of the product of the customer's DLFB election times the number of days (excluding capacity peak days) in the billing month, plus the discounted NCGC charges applicable under the next paragraph.

<sup>\*</sup>Asterisk indicates change.

Ill. C. C. No. 14 - Gas
Third Revised Sheet No. 81
Cancelling Second Revised Sheet No. 81

### RIDER T5. INTERMEDIATE GENERAL GAS TRANSPORTATION SERVICE

- 3. The discounted Non-Commodity Gas Charge (Factor NCGC-T5) multiplied by the therms of Company-supplied gas used by the customer during the billing month in excess of the product of the customer's Daily Limited Firm Backup (DLFB) election times the number of days (excluding capacity peak days) in the billing month.
- Factor NCGC-T5 is defined as follows:
- \* NCGC-T5 = (1 Rider T5 NCGC Percentage Discount) x NCGC
- \* An information sheet specifying the Rider T5 NCGC Percentage Discount shall be filed with the Commission on or before the 4th business day prior to the effective month. The Non-Commodity Gas Charge ultimately applied to such system sales use will be the average of the daily NCGC-T5 factors in effect for the billing month period.
- 4. On each capacity peak day, the Non-Commodity Gas Charge (Factor NCGC) multiplied by the therms of Company-supplied gas used by the customer on that day in excess of the customer's Daily Limited Firm Backup (DLFB) election.
- All deliveries of customer-owned gas to the customer will be subject to a charge, Factor TOP, as determined in accordance with the "Adjustment for Cost of Purchased Gas."

### E. Recovery of Coal Tar Costs:

All deliveries of gas to the customer will be subject to a charge as determined in accordance with "Rider TAR Recovery of Coal Tar Costs."

### **Nature of Service:**

Service under this Rider consists of transportation service which provides for firm delivery of customer-owned gas to facilities designated in the Contract. Provisions within this Rider allow for the election of limited firm backup.

Transportation by the Company of customer-owned gas is considered firm by the Company only after acceptance of such gas into the Company's gas distribution system.

Receipt of Company-owned gas by the Company shall take precedence over acceptance and receipt of customer-owned gas supplies.

<sup>\*</sup>Asterisks indicate change.

III. C. C. No. 14 - Gas
Third Revised Sheet No. 82
Cancelling Second Revised Sheet No. 82

# RIDER T5. INTERMEDIATE GENERAL GAS TRANSPORTATION SERVICE

Pursuant to operating procedures as established and changed from time to time by the Company, the Company will endeavor to balance the Contract's daily use of gas with the available quantities of customer-owned gas. Balancing will not be provided on capacity peak days.

The Company will not provide storage of customer-owned gas in the Company's facilities.

#### **Terms and Conditions:**

Service under this Rider is subject to the Company's General Terms and Conditions and the following special conditions.

\* Minimum Monthly Charge: The minimum monthly charge shall be the sum of the Administrative Charges plus the Recording Device Charges plus the monthly customer charge in Rate 650 plus the System and Gas Supply Charges for Daily Limited Firm Backup.

Delayed Payment Charge: Unless otherwise provided in Section 280.90 of Title 83 of the Illinois Administrative Code, bills will be considered past due if not paid by the due date. The due date will not be less than fourteen (14) days after the postmark date of the bill. An amount equal to 1.5% per month will be applied to any unpaid balance existing at the immediate subsequent regular billing date.

- Contractual Obligations: All customers receiving service under this Rider shall be required to enter into and abide by the terms of a specific contractual agreement (Rider T5 Transportation Contract) with the Company.
- \* The initial term of the Rider T5 transportation contract shall be one year, and the contract shall continue thereafter unless terminated by either party upon not less than thirty days' advance written notice.

Unaccounted-for-Gas Adjustment: The Company will reduce all customer-owned gas delivered to the Company by the unaccounted-for-gas percentage as determined in Section 5.140 of the Company's General Terms and Conditions.

Transportation Limitations: The customer shall be responsible for acquiring private supplies of gas and for delivery of those supplies to the Company's system. Delivery of the customer's gas to the Company shall be at the customer's expense. The Company reserves the right to deny service under this Rider if the following conditions are not met.

<sup>\*</sup>Asterisks indicate change.

III. C. C. No. 14 - Gas Second Revised Sheet No. 83 Cancelling First Revised Sheet No. 83

#### RIDER T5. INTERMEDIATE GENERAL GAS TRANSPORTATION SERVICE

- A. In the sole judgment of the Company, the Company's facilities shall be capable of receiving the customer's gas without impairment to anticipated purchases or deliveries of any gas supplies by the Company.
- B. The final pipeline transporter of such customer-owned gas agrees to provide daily delivery data for such gas to the Company.
- C. Satisfactory evidence of customer's contracts with seller(s) and intrastate and interstate transporters shall be provided to the Company.
- D. The customer shall provide to the Company each month's Nomination by no later than the 21st of the immediately preceding calendar month. The customer will promptly notify the Company of any subsequent change in the Nomination. Such change in Nomination shall be subject to approval by the Company.

Provision of Daily Limited Firm Backup: Customers taking service under this Rider may contract for Daily Limited Firm Backup. Customers electing Daily Limited Firm Backup will be provided with Company-owned gas subject to the following conditions.

\* The customer shall annually elect the level of Daily Limited Firm Backup, which shall be the same on each day of the year. Any increase in the annual designations of Daily Limited Firm Backup shall be subject to the Company's ability to obtain additional supplies of gas. The monthly charge for such service shall be the sum of the "Demand Gas Charge" plus the "Daily Limited Firm Backup Demand Charge of the System Charges" multiplied by the customer's Daily Limited Firm Backup (DLFB) amounts for the billing month. Backup service provided to the customer under the Daily Limited Firm Backup provision of this Rider shall have the same service rights as the Company's "Rate 650 Large General Gas Service."

On capacity peak days, the customer shall be entitled to use Company-supplied gas on a firm basis up to the designated quantity of Daily Limited Firm Backup. Use on capacity peak days of Company-supplied gas in excess of the applicable limits of Daily Limited Firm Backup shall be subject to the charge for unauthorized use hereinafter described, plus all other charges applicable to use of Company-supplied gas. Customers taking service under this Rider may use Company-supplied gas, in excess of Daily Limited Firm Backup supplies, on an interruptible basis during non-capacity peak periods.

Provision of Balancing Service: Balancing guidelines, and any subsequent changes to such guidelines, will be provided to the customer in writing prior to the date such guidelines or changes become effective. The customer shall be responsible for any charges incurred by the Company as a direct result of the customer's failure to utilize all customer-owned gas delivered to the Company for transportation to the customer.

<sup>\*</sup>Asterisks indicate change.

III. C. C. No. 14 - Gas Second Revised Sheet No. 84 Cancelling First Revised Sheet No. 84

### RIDER T5. INTERMEDIATE GENERAL GAS TRANSPORTATION SERVICE

 Multiple locations owned by a single legal entity served under Rider T5 will be balanced together as one entity.

A positive balance is created when the customer's gas delivered to the Company as adjusted by the unaccounted-for-gas factor exceeds the quantities of gas used by the customer for the billing month. At no time shall the customer's positive balance on CILCO's system exceed ten times the customer's average daily use during the customer's peak calendar month. The Company may restrict the creation and use of positive balances if the Company determines in its judgment that they will interfere with the service or increase the cost of gas to the Company's sales customers.

A negative balance is created when the customer's gas delivered to the Company as adjusted by the unaccounted-for-gas factor is less than the quantities of gas used by the customer for the billing month. Negative balances created on non-peak days of any billing month shall be netted against positive balances created on non-peak days and the net negative balance as of the end of such billing month shall be billed in accordance with the Gas Supply Charges and System Charges for Company-supplied gas under this Rider. Negative balances during capacity peaks shall be calculated on a daily basis.

Company-Supplied Gas: Company-supplied gas is the quantity of gas used by the customer that exceeds the available customer-owned quantities. Available customer-owned quantities of gas shall consist of pipeline deliveries which have been reduced by the unaccounted-for-gas percentage factor.

Use of Company-supplied gas other than Daily Limited Firm Backup is subject to curtailment or interruption. The Company shall determine the necessity for interruption and will give customers advance notice whenever a curtailment or interruption is required. The customer shall interrupt use of Company-supplied gas, other than Daily Limited Firm Backup, at the time and to the extent requested by the Company. If the customer fails to interrupt usage of Company-supplied gas after receiving notice to interrupt, all volumes of Company-supplied gas other than Daily Limited Firm Backup volumes used after notice of interruption shall be treated as unauthorized use and billed in accordance with the charges for unauthorized use, plus all other charges applicable to such use under this Rider. If a customer persists in use of Company-supplied gas, other than Daily Limited Firm Backup, in violation of a notice to interrupt, the Company may physically interrupt the customer's gas service.

Maximum Daily Contract Quantity (MDCQ): The contract between the Company and the customer shall specify a Maximum Daily Contract Quantity which shall be the maximum number of therms, whether Company-supplied gas or customer-owned gas, the Company shall be obligated to deliver to the customer on any day. The initial MDCQ in the Contract shall be the customer's highest daily therm usage during the most recent twelve-month period. For the purpose of determining the highest daily usage, the maximum consumption during any 24-hour period beginning at 8:00 a.m., local time, and

<sup>\*</sup>Asterisks indicate change.

III. C. C. No. 14 - Gas Second Revised Sheet No. 85 Cancelling First Revised Sheet No. 85

#### RIDER T5. INTERMEDIATE GENERAL GAS TRANSPORTATION SERVICE

ending at 8:00 a.m., local time on the following day, shall be determined by demand measurement equipment. If actual information is not available from demand measurement equipment, the customer's Maximum Daily Contract Quantity shall be the highest of the most recent twelve-month history of computed demands. Computed demands will be determined as follows:

(Billing Period Therms x 30)/(Billing Period Days x 21)

If a customer's daily usage exceeds the customer's existing MDCQ, the customer may request that such daily usage become the MDCQ, beginning with the current month. The Company shall grant the customer's request provided sufficient supplies of gas are available.

On the anniversary of each customer's initial date of service, the Company shall determine the Maximum Daily Contract Quantity from the most recent available twelvementh billing history. This determination shall exclude usage for which an unauthorized use charge was paid. The customer shall be informed of the applicable Maximum Daily Contract Quantity. The Maximum Daily Contract Quantity so determined shall be effective for the twelve billing months commencing with the customer's first bill after such determination.

For customers not having twelve months of usage history or customers that anticipate changes in gas usage levels due to changes in operation, a Maximum Daily Contract Quantity shall be determined at the sole discretion of the Company.

\* Capacity Peak Notification: The Company shall give notice by telephone to all holders of Rider T5 transportation contracts of all capacity peak periods. The notice shall specify the duration of the peak period. Each holder of a Contract shall provide a telephone number to receive notice on a 24-hour basis. The customer shall be deemed to have received notice if the telephone is not answered when called by the Company, or in the event of a mechanical breakdown or interruption of telephone service which prevents the call from being received.

A capacity peak may occur when there is a reasonable potential that the Company will need the maximum pipeline capacity available to the Company, without additional capacity charges or pipeline penalties, in order to deliver gas for firm sales customers.

The Company must provide notice of capacity peak periods by noon of the day the capacity peak begins.

<sup>\*</sup>Asterisks indicate change.

III. C. C. No. 14 - Gas Fourth Revised Sheet No. 86 Cancelling Third Revised Sheet No. 86

## RIDER T5. INTERMEDIATE GENERAL GAS TRANSPORTATION SERVICE

Unauthorized Use Related to Capacity Peak Days: Unauthorized use related to capacity peak days shall mean the use of Company-supplied gas on a capacity peak day in excess of the sum of the Contract's Daily Limited Firm Backup election. If the customer's gas usage is not measured by the Company on a daily basis, the customer's daily usage shall be determined by prorating the total usage during the billing period over the number of days in the billing period by use of the MDCQ formula.

If such unauthorized use of gas occurs, the Company shall charge the customer, and the customer shall pay for all unauthorized use the greater of \$6.00 per therm or a pro rata portion of any pipeline penalty plus the regular charges of the Rider.

Unauthorized Use Related to MDCQ: Unauthorized use of gas related to MDCQ shall mean the taking of gas by the customer, on any day, in excess of the customer's Maximum Daily Contract Quantity. Where the customer's gas use is not measured by the Company on a daily basis, the customer's Maximum Daily Contract Quantity shall be multiplied by the number of days in the billing period to determine the maximum quantity allowed as authorized gas during such period. For such customers, unauthorized use of gas shall mean the taking of gas in any billing period in excess of the monthly quantity so determined.

If such unauthorized use of gas occurs, the Company shall charge the customer 6.20¢ per therm plus the greater of \$1.00 per therm or the pro rata portion of any pipeline penalty plus the regular charges of the rate for all unauthorized use.

Penalty Charges from Interstate Pipelines: If, on any day other than a capacity peak day, the customer's usage of Company-supplied gas exceeds the total of i) the customer's authorized and accepted nomination for that day plus ii) the customer's Daily Limited Firm Backup election, and such excess usage contributes to cause penalty charges from an interstate pipeline on that day, the Company may charge the customer a pro rata portion of the penalty charges. To calculate the customer's pro rata portion of any penalty charges, the Company shall first prorate such penalty charges between system sales customers and gas transportation customers as two groups. The amount of the penalty charges allocated to the gas transportation customers as a group shall then be allocated to individual transportation customers. For purposes of this provision, the daily usage of a customer without a daily recording device will be computed by dividing the customer's total usage for the billing period by the number of days in the billing period. The customer may be allocated that proportion of the transportation group's penalty charges equal to the amount the customer's excess usage contributed to the creation of such charges as a percentage of the contribution of all transportation customers to the creation of such charges. The penalty charges allocated to the customer under this provision shall be billed to the customer in the billing period following the period the charges were incurred, and shall be in addition to all other applicable charges.

Other: All customers taking service under this Rider that have a recording device installed must make available, at no cost to the Company, a suitable telephone and electrical interconnection within 25 feet of the recording device.

\*Asterisk indicates change.

Issued - January 11, 2001, Pursuant to Special Permission Docket No. 00-0813 Granted by the Illinois Commerce Commission on January 9, 2001 Effective - January 12, 2001

III. C. C. No. 14 - Gas First Revised Sheet No. 87 Cancelling Original Sheet No. 87

## RIDER T7. LARGE GENERAL GAS TRANSPORTATION SERVICE

## Availability:

\* Rider T7 is available to any customer who is eligible for service under Rate 700 and who enters into a Rider T7 Gas Transportation Contract (Contract) with the Company hereunder, to transport customer-owned gas from a point of interconnection between a pipeline supplier and the Company to the customer's premises.

## Charges:

The monthly charges for each customer shall be the sum of A, B, C, D, and E.

A. Administrative Charges

\$13.00 per month for each customer account receiving service, plus \$30.00 per month for each transportation contract

B. Recording Device Charges

\$72.00 per recording device per month

- C. System Charge
- The monthly customer charge set forth in Rate 700 plus the following:

Customer-Owned Gas Distribution Charge:

1.00¢ per therm for all therms of customer-owned gas

## Demand Charge:

10.18¢ per therm of Maximum Daily Contract Quantity (MDCQ)

Company-Supplied Gas Distribution Charges:

- 1.00¢ per therm for all therms of Company-supplied gas not exceeding the contracted Daily Limited Firm Backup
- 1.80¢ per therm for all therms of Company-supplied gas in excess of the contracted Daily Limited Firm Backup

<sup>\*</sup>Asterisks indicate change.

III. C. C. No. 14 - Gas Third Revised Sheet No. 88 Cancelling Second Revised Sheet No. 88

## RIDER T7. LARGE GENERAL GAS TRANSPORTATION SERVICE

Daily Limited Firm Backup Demand Charge:

14.00¢ per therm of Daily Limited Firm Backup election

# D. Gas Supply Charges

Except for those periods for which a discounted NCGC has been filed, Gas Supply Charges applicable to usage of Company-supplied gas in excess of the customer's Daily Limited Firm Backup election shall be calculated and applied based on the higher of the Purchased Price Index (PPI) or the Adjustment for Cost of Purchased Gas. When a discounted NCGC is in effect, the Gas Supply Charges applicable to usage in excess of the customer's Daily Limited Firm Backup election shall be the Adjustment for Cost of Purchased Gas.

The PPI is the simple average of available prices for the billing period and will be based on Chicago Citygate Prices (expressed in cents per therm) taken from NGI's Daily Gas Price Index.

The Adjustment for Cost of Purchased Gas will apply to elected levels of Daily Limited Firm Backup. The total monthly gas supply charge shall be the sum of the following calculations.

- 1. The Demand Gas Charge (Factor DGC) multiplied by the Daily Limited Firm Backup (DLFB) election.
- 2. (a) The Commodity Gas Charge (Factor CGC) multiplied by the therms of Company-supplied gas used by the customer during the billing month up to but not in excess of the product of the DLFB election times the number of days (excluding capacity peak days) in the billing month.
  - (b) The higher of i) Factor CGC plus NCGC or ii) the PPI, multiplied by the therms of Company-supplied gas used by the customer during the billing month in excess of the product of the customer's DLFB election times the number of days (excluding capacity peak days) in the billing month, except that when a discounted NCGC is in effect pursuant to the next paragraph, the charge shall be the CGC multiplied by the therms of Company-supplied gas used by the customer during the billing month in excess of the product of the customer's DLFB election times the number of days (excluding capacity peak days) in the billing month, plus the discounted NCGC charges applicable under the next paragraph.

<sup>\*</sup>Asterisk indicates change.

III. C. C. No. 14 - Gas Second Revised Sheet No. 89 Cancelling First Revised Sheet No. 89

#### RIDER T7. LARGE GENERAL GAS TRANSPORTATION SERVICE

- 3. The discounted Non-Commodity Gas Charge (Factor NCGC-T7) multiplied by the therms of Company-supplied gas used by the customer during the billing month in excess of the product of the customer's Daily Limited Firm Backup (DLFB) election times the number of days (excluding capacity peak days) in the billing month.
- \* Factor NCGC-T7 is defined as follows:
  - NCGC-T7 = (1-Rider T7 NCGC Percentage Discount) x NCGC
- \* An information sheet specifying the Rider T7 NCGC Percentage Discount shall be filed with the Commission on or before the 4th business day prior to the effective month. The Non-Commodity Gas Charge ultimately applied to such system sales use will be the average of the daily NCGC-T7 factors in effect for the billing month period.
- 4. On each capacity peak day, the Non-Commodity Gas Charge (Factor NCGC) multiplied by the therms of Company-supplied gas used by the customer on that day in excess of the customer's Daily Limited Firm Backup (DLFB) election.
- All deliveries of customer-owned gas to the customer will be subject to a charge, Factor TOP, as determined in accordance with the "Adjustment for Cost of Purchased Gas."

## E. Recovery of Coal Tar Costs:

All deliveries of gas to the customer will be subject to a charge as determined in accordance with "Rider TAR Recovery of Coal Tar Costs."

## Nature of Service:

Service under this Rider consists of transportation service which provides for firm delivery of customer-owned gas to facilities designated in the Contract. Provisions within this Rider allow for the election of limited firm backup.

Transportation by the Company of customer-owned gas is considered firm by the Company only after acceptance of such gas into the Company's gas distribution system.

Receipt of Company-owned gas by the Company shall take precedence over acceptance and receipt of customer-owned gas supplies.

<sup>\*</sup>Asterisks indicate change.

III. C. C. No. 14 - Gas
Third Revised Sheet No. 90
Cancelling Second Revised Sheet No. 90

#### RIDER T7. LARGE GENERAL GAS TRANSPORTATION SERVICE

Pursuant to operating procedures as established and changed from time to time by the Company, the Company will endeavor to balance the customer's daily use of gas with the available quantities of customer-owned gas. Balancing will not be provided on capacity peak days.

The Company will not provide storage of customer-owned gas in the Company's facilities.

## Terms and Conditions:

Service under this Rider is subject to the Company's General Terms and Conditions and the following special conditions.

\* Minimum Monthly Charge: The minimum monthly charge shall be the sum of the Administrative Charges plus the Recording Device Charges plus the monthly customer charge in Rate 700 plus the System and Gas Supply Charges for Daily Limited Firm Backup.

Delayed Payment Charge: Unless otherwise provided in Section 280.90 of Title 83 of the Illinois Administrative Code, bills will be considered past due if not paid by the due date. The due date will not be less than fourteen (14) days after the postmark date of the bill. An amount equal to 1.5% per month will be applied to any unpaid balance existing at the immediate subsequent regular billing date.

- \* Contractual Obligations: All customers receiving service under this Rider shall be required to enter into and abide by the terms of a specific contractual agreement (Rider T7 Transportation Contract) with the Company.
- \* The initial term of the Rider T7 transportation contract shall be one year, and the contract shall continue thereafter unless terminated by either party upon not less than thirty days' advance written notice.

Unaccounted-for-Gas Adjustment: The Company will reduce all customer-owned gas delivered to the Company by the unaccounted-for-gas percentage as determined in Section 5.140 of the Company's General Terms and Conditions.

Transportation Limitations: The customer shall be responsible for acquiring private supplies of gas and for delivery of those supplies to the Company's system. Delivery of the customer's gas to the Company shall be at the customer's expense. The Company reserves the right to deny service under this Rider if the following conditions are not met.

<sup>\*</sup>Asterisks indicate change.

III. C. C. No. 14 - Gas Second Revised Sheet No. 91 Cancelling First Revised Sheet No. 91

#### RIDER T7. LARGE GENERAL GAS TRANSPORTATION SERVICE

- A. In the sole judgment of the Company, the Company's facilities shall be capable of receiving the customer's gas without impairment to anticipated purchases or deliveries of any gas supplies by the Company.
- B. The final pipeline transporter of such customer-owned gas agrees to provide daily delivery data for such gas to the Company.
- C. Satisfactory evidence of customer's contracts with seller(s) and intrastate and interstate transporters shall be provided to the Company.
- D. The customer shall provide to the Company each month's Nomination by no later than the 21st of the immediately preceding calendar month. The customer will promptly notify the Company of any subsequent change in the Nomination. Such change in Nomination shall be subject to approval by the Company.

Provision of Daily Limited Firm Backup: Customers taking service under this Rider may contract for Daily Limited Firm Backup. Customers electing Daily Limited Firm Backup will be provided with Company-owned gas subject to the following conditions.

\* The customer shall annually elect the level of Daily Limited Firm Backup, which shall be the same on each day of the year. Any increase in the annual designations of Daily Limited Firm Backup shall be subject to the Company's ability to obtain additional supplies of gas. The monthly charge for such service shall be the sum of the "Demand Gas Charge" plus the "Daily Limited Firm Backup Demand Charge of the System Charges" multiplied by the customer's Daily Limited Firm Backup (DLFB) amounts for the billing month. Backup service provided to the customer under the Daily Limited Firm Backup provision of this Rider shall have the same service rights as the Company's "Rate 700 Large General Gas Service."

On capacity peak days, the customer shall be entitled to use Company-supplied gas on a firm basis up to the designated quantity of Daily Limited Firm Backup. Use on capacity peak days of Company-supplied gas in excess of the applicable limits of Daily Limited Firm Backup shall be subject to the charge for unauthorized use hereinafter described, plus all other charges applicable to use of Company-supplied gas. Customers taking service under this Rider may use Company-supplied gas, in excess of Daily Limited Firm Backup supplies, on an interruptible basis during non-capacity peak periods.

**Provision of Balancing Service:** Balancing guidelines, and any subsequent changes to such guidelines, will be provided to the customer in writing prior to the date such guidelines or changes become effective. The customer shall be responsible for any charges incurred by the Company as a direct result of the customer's failure to utilize all customer-owned gas delivered to the Company for transportation to the customer.

<sup>\*</sup>Asterisks indicate change.

III. C. C. No. 14 - Gas Second Revised Sheet No. 92 Cancelling First Revised Sheet No. 92

#### RIDER T7. LARGE GENERAL GAS TRANSPORTATION SERVICE

 Multiple locations owned by a single legal entity served under Rider T7 will be balanced together as one entity.

A positive balance is created when the customer's gas delivered to the Company as adjusted by the unaccounted-for-gas factor exceeds the quantities of gas used by the customer for the billing month. At no time shall the customer's positive balance on CILCO's system exceed ten times the customer's average daily use during the customer's peak calendar month. The Company may restrict the creation and use of positive balances if the Company determines in its judgment that they will interfere with the service or increase the cost of gas to the Company's sales customers.

A negative balance is created when the customer's gas delivered to the Company as adjusted by the unaccounted-for-gas factor is less than the quantities of gas used by the customer for the billing month. Negative balances created on non-peak days of any billing month shall be netted against positive balances created on non-peak days and the net negative balance as of the end of such billing month shall be billed in accordance with the Gas Supply Charges and System Charges for Company-supplied gas under this Rider. Negative balances during capacity peaks shall be calculated on a daily basis.

Company-Supplied Gas: Company-supplied gas is the quantity of gas used by the customer that exceeds the available customer-owned quantities. Available customer-owned quantities of gas shall consist of pipeline deliveries which have been reduced by the unaccounted-for-gas percentage factor.

Use of Company-supplied gas other than Daily Limited Firm Backup is subject to curtailment or interruption. The Company shall determine the necessity for interruption and will give customers advance notice whenever a curtailment or interruption is required. The customer shall interrupt use of Company-supplied gas, other than Daily Limited Firm Backup, at the time and to the extent requested by the Company. If the customer fails to interrupt usage of Company-supplied gas after receiving notice to interrupt, all volumes of Company-supplied gas other than Daily Limited Firm Backup volumes used after notice of interruption shall be treated as unauthorized use and billed in accordance with the charges for unauthorized use, plus all other charges applicable to such use under this Rider. If a customer persists in use of Company-supplied gas, other than Daily Limited Firm Backup, in violation of a notice to interrupt, the Company may physically interrupt the customer's gas service.

Maximum Daily Contract Quantity (MDCQ): The contract between the Company and the customer shall specify a Maximum Daily Contract Quantity which shall be the maximum number of therms, whether Company-supplied gas or customer-owned gas, the Company shall be obligated to deliver to the customer on any day. The initial MDCQ in the Contract shall be the customer's highest daily therm usage during the most recent

<sup>\*</sup>Asterisks indicate change.

III. C. C. No. 14 - Gas Second Revised Sheet No. 93 Cancelling First Revised Sheet No. 93

#### RIDER T7. LARGE GENERAL GAS TRANSPORTATION SERVICE

twelve-month period. For the purpose of determining the highest daily usage, the maximum consumption during any 24-hour period beginning at 8:00 a.m., local time, and ending at 8:00 a.m., local time on the following day, shall be determined by demand measurement equipment. If actual information is not available from demand measurement equipment, the customer's Maximum Daily Contract Quantity shall be the highest of the most recent twelve-month history of computed demands. Computed demands will be determined as follows:

(Billing Period Therms x 30)/(Billing Period Days x 21)

If a customer's daily usage exceeds the customer's existing MDCQ, the customer may request that such daily usage become the MDCQ, beginning with the current month. The Company shall grant the customer's request provided sufficient supplies of gas are available.

On the anniversary of each customer's initial date of service, the Company shall determine the Maximum Daily Contract Quantity from the most recent available twelvemonth billing history. This determination shall exclude usage for which an unauthorized use charge was paid. The customer shall be informed of the applicable Maximum Daily Contract Quantity. The Maximum Daily Contract Quantity so determined shall be effective for the twelve billing months commencing with the customer's first bill after such determination.

For customers not having twelve months of usage history or customers that anticipate changes in gas usage levels due to changes in operation, a Maximum Daily Contract Quantity shall be determined at the sole discretion of the Company.

\* Capacity Peak Notification: The Company shall give notice by telephone to all holders of Rider T7 transportation contracts of all capacity peak periods. The notice shall specify the duration of the peak period. Each holder of a Contract shall provide a telephone number to receive notice on a 24-hour basis. The customer shall be deemed to have received notice if the telephone is not answered when called by the Company, or in the event of a mechanical breakdown or interruption of telephone service which prevents the call from being received.

A capacity peak may occur when there is a reasonable potential that the Company will need the maximum pipeline capacity available to the Company, without additional capacity charges or pipeline penalties, in order to deliver gas for firm sales customers.

The Company must provide notice of capacity peak periods by noon of the day the capacity peak begins.

<sup>\*</sup>Asterisks indicate change.

III. C. C. No. 14 - Gas Fourth Revised Sheet No. 94 Cancelling Third Revised Sheet No. 94

#### RIDER T7. LARGE GENERAL GAS TRANSPORTATION SERVICE

Unauthorized Use Related to Capacity Peak Days: Unauthorized use related to capacity peak days shall mean the use of Company-supplied gas on a capacity peak day in excess of the sum of the Contract's Daily Limited Firm Backup election. If the customer's gas usage is not measured by the Company on a daily basis, the customer's daily usage shall be determined by prorating the total usage during the billing period over the number of days in the billing period by use of the MDCQ formula.

If such unauthorized use of gas occurs, the Company shall charge the customer, and the
customer shall pay for all unauthorized use the greater of \$6.00 per therm or a pro rata
portion of any pipeline penalty plus the regular charges of the Rider.

Unauthorized Use Related to MDCQ: Unauthorized use of gas related to MDCQ shall mean the taking of gas by the customer, on any day, in excess of the customer's Maximum Daily Contract Quantity. Where the customer's gas use is not measured by the Company on a daily basis, the customer's Maximum Daily Contract Quantity shall be multiplied by the number of days in the billing period to determine the maximum quantity allowed as authorized gas during such period. For such customers, unauthorized use of gas shall mean the taking of gas in any billing period in excess of the monthly quantity so determined.

If such unauthorized use of gas occurs, the Company shall charge the customer 6.20¢ per therm plus the greater of \$1.00 per therm or the pro rata portion of any pipeline penalty plus the regular charges of the rate for all unauthorized use.

Penalty Charges from Interstate Pipelines: If, on any day other than a capacity peak day, the customer's usage of Company-supplied gas exceeds the total of i) the customer's authorized and accepted nomination for that day plus ii) the customer's Daily Limited Firm Backup election, and such excess usage contributes to cause penalty charges from an interstate pipeline on that day, the Company may charge the customer a pro rata portion of the penalty charges. To calculate the customer's pro rata portion of any penalty charges, the Company shall first prorate such penalty charges between system sales customers and gas transportation customers as two groups. The amount of the penalty charges allocated to the gas transportation customers as a group shall then be allocated to individual transportation customers. For purposes of this provision, the daily usage of a customer without a daily recording device will be computed by dividing the customer's total usage for the billing period by the number of days in the billing period. The customer may be allocated that proportion of the transportation group's penalty charges equal to the amount the customer's excess usage contributed to the creation of such charges as a percentage of the contribution of all transportation customers to the creation of such charges. The penalty charges allocated to the customer under this provision shall be billed to the customer in the billing period following the period the charges were incurred, and shall be in addition to all other applicable charges.

Other: All customers taking service under this Rider that have a recording device installed must make available, at no cost to the Company, a suitable telephone and electrical interconnection within 25 feet of the recording device.

\*Asterisk indicates change.

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III. C. C. No. 14 - Gas First Revised Sheet No. 95 Cancelling Original Sheet No. 95

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III. C. C. No. 14 - Gas First Revised Sheet No. 96 Cancelling Original Sheet No. 96

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Iii. C. C. No. 14 - Gas Second Revised Sheet No. 97 Cancelling First Revised Sheet No. 97

#### RIDER TAR. RECOVERY OF COAL TAR COSTS

## Purpose of Rider:

Rider TAR shall operate to distribute to all applicable rate classes their respective shares of coal tar cleanup costs, which shall include all amounts billed to the Company for, in connection with, resulting from, or arising out of, directly or indirectly, the investigation and remediation of wastes created by former gas manufacturing plants, including all amounts billed to the Company for protection of the public and the environment or for litigation expenses, directly or indirectly caused by, resulting from, related to or arising out of the operation of such plants or the disposition of the manufacturing wastes of such plants, or the investigation or remediation of such wastes. Rider TAR shall also operate to credit to all applicable rate classes their respective shares of net reimbursements of coal tar cleanup costs, which shall include all coal tar cleanup costs recovered by the Company from any source other than Rider TAR less any amounts billed to the Company in attempting to obtain recovery of coal tar cleanup costs. The charges and credits calculated under this Rider shall be applied to all bills for gas sales and transportation service, except bills to customers receiving service under Rate 800 Contract Service.

### **Applicable Rate Classes:**

• Coal tar cleanup costs shall be charged to each applicable rate class in identical percentages of the respective estimated base rate revenues of each rate class. For purposes of this Rider, there shall be three applicable rate classes, one of which shall consist of the customers receiving service under Rates 500 and 510, one of which shall consist of the customers receiving service under Rates 550, 600, 900 and 950 and Riders T1 and T3 and one of which shall consist of the customers receiving service under Rates 650 and 700 and Riders T5 and T7.

## Calculation of Coal Tar Cleanup Charges:

For calendar years beginning after December 31, 1994, coal tar cleanup costs shall be recovered through a Factor TAR which shall be added to all blocks of the base rate energy charges billed to all customers in the applicable rate classes during such calendar year. A separate Factor TAR shall be calculated for each rate class for each such calendar year by (a) multiplying the total of the estimated coal tar cleanup costs to be incurred during that calendar year by a fraction, the numerator of which is the estimated base rate revenues, during the calendar year, of the rate class for which Factor TAR is being calculated, and the denominator of which is the estimated total base rate revenues, for the calendar year, of all three applicable rate classes, and (b) dividing the product by the estimated therms of gas to be billed, during the remainder of the calendar year, to all customers in the rate class for which Rider TAR is being calculated. If the Company shall determine during the calendar year that it is appropriate to revise Factor TAR to better match revenues recovered under this Rider with actual coal tar cleanup costs incurred during the calendar year, the Company may

Asterisks indicate change.

III. C. C. No. 14 - Gas
First Revised Sheet No. 98
Cancelling Original Sheet No. 98

# RIDER TAR. RECOVERY OF COAL TAR COSTS (Continued)

from time to time calculate a revised Factor TAR for each rate class to become effective as of the beginning of any calendar month during the calendar year. A revised Factor TAR shall be separately calculated for each rate class by (a) multiplying the total of the coal tar cleanup costs recovered to date during the calendar year from the rate class for which the adjustment is being calculated, by a fraction, the numerator of which is the estimated net coal tar revenue over/underrecoveries for the calendar year from all three applicable rate classes, and the denominator of which is the actual coal tar revenues recovered to date during the calendar year from all three applicable rate classes and (b) dividing the product by the estimated therms of gas to be billed, during the remainder of the calendar year, to all customers in the rate class for which the revised Rider TAR is being calculated. The quotient shall be added to or subtracted from the existing Factor TAR, as appropriate, to determine the revised Factor TAR.

### \*Credit Factor:

Coal tar cleanup costs recovered by the Company during any calendar year from any source other than Rider TAR, less any amounts not otherwise recovered through this Rider which are billed to the Company in connection with attempts to obtain recovery of coal tar cleanup costs, shall be credited to the applicable rate classes in identical percentages of the base rate revenues of each rate class. The credit shall be applied through a Credit Factor which shall be subtracted from all blocks of the base rate energy charges billed to all customers in the applicable rate classes. A separate Credit Factor shall be calculated for each rate class for the Credit Period by (a) multiplying the net amounts to be credited (which amounts may be estimated to the extent the actual amounts are not available at the time of calculation) by a fraction, the numerator of which is the estimated base rate revenues, during the Credit Period, of the rate class for which the Credit Factor is being calculated, and the denominator of which is the estimated base rate revenues for the Credit Period of all three applicable rate classes, and (b) dividing the product by the estimated therms of gas to be delivered, during the Credit Period, to all customers in the rate class for which the Credit Factor is being calculated. If the Company shall determine during the Credit Period in which the credit is being applied that it is appropriate to revise the Credit Factor to better match the credit being given with the actual net amounts of coal tar cleanup costs to be credited, the Company may from time to time calculate a revised Credit Factor for each rate class in a manner similar to the calculation of a revised Factor TAR during any calendar year recovery period. Any revised Credit Factor shall become effective as of the first day of a calendar month beginning during the Credit Period. For purposes of this Paragraph, when amounts to be credited are recovered by the Company prior to June 30 of any calendar year, the Credit Period with respect to such recoveries shall be the remainder of the calendar year, and when amounts to be credited are recovered by the Company after June 30 of any calendar year, the Credit Period with respect to such recoveries shall be the next succeeding calendar year.

Asterisk indicates change.

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# RIDER TAR. RECOVERY OF COAL TAR COSTS (Continued)

#### \*Reconciliation:

Beginning in 1996, and continuing each year thereafter, within 60 days after the end of each calendar year, the Company shall file with the Illinois Commerce Commission a statement reconciling the Company's actual coal tar cleanup expenses prudently incurred, with the amount recovered for such expenses through Factor TAR in effect during the calendar year immediately preceding the filing. The filing shall also reconcile the net amounts, if any, of coal tar cleanup costs recovered from sources other than through this Rider, with amounts credited through the Credit Factor to the applicable rate classes during the Credit Period in effect during the calendar year immediately preceding the filing. The filing shall include information which will demonstrate the prudency of the Company's coal tar cleanup costs included in the filings, based upon the following standards:

- (a) reasonable and appropriate business practices;
- (b) the requirements of state and federal authorities;
- (c) minimization of costs to ratepayers, consistent with safety, reliability and quality assurance; and
- (d) based on facts and knowledge the Company knew or reasonably should have known at the time the costs were incurred.

Unless otherwise ordered by the Commission, net overrecoveries or underrecoveries through Factor TAR and the Credit Factor during any calendar year shall be credited or collected, as shown in the Company's reconciliation statement, over a twelve-month period beginning April 1 immediately following the filing of the reconciliation statement. The credits or collections shall be applied through a Reconciliation Factor, which shall allocate the underrecovery or overrecovery to the applicable rate classes in identical percentages of the base rate revenues for each class, calculated in the same manner as Factor TAR. If, within ten months after the filing of any annual reconciliation statement under this Rider, the Commission has not ordered a hearing to review such filing, the Company may at any time thereafter file a petition with the Commission to initiate a hearing to reconcile the amounts theretofore collected under this Rider TAR or from any other source for coal tar cleanup costs not previously reviewed in a reconciliation hearing, with expenses prudently incurred by the Company for coal tar cleanup costs. All amounts previously credited or collected under this Rider and included in the petition for reconciliation hearing, shall be subject to further adjustments, through an Ordered Reconciliation Factor, as directed by the Commission following such review.

# Terms and Conditions:

The amount of any new or revised Factor TAR and Credit Factor shall be shown for each applicable rate class on an information sheet supplemental to this Rider and filed with the

Asterisk indicates change.

Issued - October 20, 1995 pursuant to Order of Illinois Commerce Commission entered October 18, 1995 in Docket No. R-18893

Effective - November 1, 1995

III. C. C. No. 14 - Gas First Revised Sheet No. 100 Cancelling Original Sheet No. 100

# RIDER TAR. RECOVERY OF COAL TAR COSTS (Continued)

Commission by the 20th day of the calendar month immediately preceding the calendar month in which the new or revised Factor TAR or Credit Factor is to become effective. The information sheet shall be accompanied by backup data showing the calculation of Factor TAR and the Credit Factor. Unless otherwise ordered by the Commission, each new or revised Factor TAR and Credit Factor shown on an information sheet filed in accordance with this paragraph, shall become effective as indicated in the information sheet and shall remain in effect until superseded by a new or revised Factor TAR or Credit Factor.

In the event a customer receives service under any rate or rider which does not contain a separate energy charge, then Factor TAR, the Credit Factor, and the Reconciliation Factor shall be applied by multiplying the applicable factor(s) by the average number of therms delivered monthly to the customer under said rate or rider, and the product(s) shall be included in the monthly bill for service.

- Net overrecoveries or underrecoveries at the end of any Reconciliation Period, together with any overrecovery or underrecovery remaining from any period prior to 1995, shall be recorded in a Rider TAR Refund Account and refunded or collected as hereinafter described.
- Notwithstanding any other provision of this Rider TAR, if the amount of any Factor TAR, Credit Factor or Reconciliation Factor, calculated as set forth in this Rider, shall be less than .01 cents per therm for any class to which such factor is otherwise applicable, the total amount to be collected or credited from all classes through such factor shall instead be recorded in the Rider TAR Refund Account. When the total amounts in the Refund Account, after netting all positive and negative amounts recorded in such account, produce a factor of .01 cents per therm or more for each class to which Rider TAR is applicable for the remaining months of any calendar year, the amount in the Refund Account shall be refunded or recovered, as appropriate, over the remainder of the calendar year, in the same manner as any other amounts to be refunded or recovered pursuant to this Rider TAR. The calculation of refunds or recoveries from the Refund Account shall be included in an information sheet to be filed with the Commission in the same manner as information sheets for Factor Tar.

Asterisk indicates change.

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